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5 **UNITED STATES DISTRICT COURT**
6 **CENTRAL DISTRICT OF CALIFORNIA**

7 MASIMO CORPORATION,

8 Plaintiff,

9 v.

10 POLITAN CAPITAL MANAGEMENT
11 LP et al.,

12 Defendants.
13

Case No. **8:24-cv-01568-JVS-JDE**

**AMENDED STIPULATED
PROTECTIVE ORDER**

14
15 Based on the Parties' Amended Stipulation (Dkt. 253) and the Court's
16 independent assessment, for good cause shown, the Court finds and orders as follows.
17 This Order supersedes the Prior Stipulated Protective Order (Dkt. 57).

18 1. PURPOSES AND LIMITATIONS

19 Disclosure and discovery activity in this Action has involved and may continue
20 to involve production of confidential, proprietary, or private information for which
21 special protection from public disclosure and from use for any purpose other than
22 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate
23 to and petition the court to enter the following Stipulated Protective Order. The parties
24 acknowledge that this Order does not confer blanket protections on all disclosures or
25 responses to discovery and that the protection it affords from public disclosure and use
26 extends only to the limited information or items that are entitled to confidential
27 treatment under the applicable legal principles.

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2. GOOD CAUSE STATEMENT

This Action has involved and may continue to involve the exchange of non-publicly available documents and other information of a sensitive and confidential or proprietary nature. Without conceding the relevance or responsiveness of any specific request or document, the Parties acknowledge that such information may include business strategies and plans, potential transactions, investment theses, investor lists, and/or other financial or technical information for which special protection from public disclosure and from use for any purpose other than prosecution of this Action is warranted. Such confidential and proprietary materials and information may consist of, among other things, confidential business or financial information, information regarding confidential business practices, and sensitive information related to confidential research, development, or commercial information. This also encompasses information that implicates the privacy rights of third parties, which is otherwise generally unavailable to the public, as well as information that may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, facilitate the prompt resolution of disputes over confidentiality of discovery materials, adequately protect information the parties are entitled to keep confidential, ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, address their handling at the end of the litigation, and serve the ends of justice, this Protective Order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing will be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

3. DEFINITIONS

3.1 Action: This pending federal lawsuit, *Masimo Corp. v. Politan Capital Management LP et al.*, No. 8:24-cv-0168-JVS-JDE.

1 3.2 Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 3.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored, or maintained) or tangible things that qualify for protection
5 under Federal Rule of Civil Procedure 26(c).

6 3.4 Counsel (without qualifier): Outside Counsel and House Counsel (as well
7 as their support staff).

8 3.5 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY”.

12 3.6 Disclosure or Discovery Material: all items or information, regardless of
13 the medium or manner in which it is generated, stored, or maintained (including, among
14 other things, testimony, transcripts, and tangible things), that are produced or generated
15 in disclosures or responses to discovery in this matter.

16 3.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action, (2) is not a past or current employee
19 of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated
20 to become an employee of a Party or of a Party’s competitor.

21 3.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
22 Information or Items: extremely sensitive “Confidential Information or Items,”
23 disclosure of which to another Party or Non-Party would create a substantial risk of
24 serious harm that could not be avoided by less restrictive means.

25 3.9 House Counsel: attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel or any other outside counsel.

27 3.10 Non-Party: any natural person, partnership, corporation, association, or
28 other legal entity not named as a Party to this Action.

1 3.11 Outside Counsel: attorneys who are not employees of a party to this
2 Action but are affiliated with any of the following law firms: Keller/Anderle LLP,
3 Latham & Watkins LLP, Schulte Roth & Zabel LLP, Munger, Tolles & Olson LLP,
4 and Cadwalader, Wickersham & Taft LLP.

5 3.12 Party: any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel (and their support
7 staffs).

8 3.13 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 3.14 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 3.15 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.”

17 3.16 Receiving Party: a Party that receives Disclosure or Discovery Material
18 from a Producing Party.

19 4. SCOPE

20 The protections conferred by this Stipulation and Order cover not only Protected
21 Material (as defined above), but also (1) any information copied or extracted from
22 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
23 Material; and (3) any deposition testimony, conversations, or presentations by Parties
24 or their Counsel that might reveal Protected Material. However, the protections
25 conferred by this Stipulation and Order do not cover the following information: (a) any
26 information that is in the public domain at the time of disclosure to a Receiving Party
27 or becomes part of the public domain after its disclosure to a Receiving Party as a result
28 of publication not involving a violation of this Order, including becoming part of the

1 public record through trial or otherwise; and (b) any information known to the
2 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
3 disclosure from a source who obtained the information lawfully and under no
4 obligation of confidentiality to the Designating Party. Any use of Protected Material at
5 a hearing or trial shall be governed by a separate order. This Order does not govern the
6 use of Protected Material at trial or hearings.

7 5. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

8 The parties further acknowledge, as set forth in Section 14.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
11 the standards that will be applied when a party seeks permission from the court to file
12 material under seal.

13 There is a strong presumption that the public has a right of access to judicial
14 proceedings and records in civil cases. In connection with non-dispositive motions,
15 good cause must be shown to support a filing under seal; if a party requests sealing
16 related to a dispositive motion or trial, then compelling reasons, not only good
17 cause, for the sealing must be shown, and the relief sought shall be narrowly
18 tailored to serve the specific interest to be protected. *See Kamakana v. City and*
19 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Pintos v. Pacific Creditors*
20 *Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). The filing party must make a specific
21 evidentiary showing explaining why each document that it seeks to seal may justifiably
22 be sealed under the applicable standard and demonstrate that the proposed relief is
23 narrowly tailored.

24 Any document that is not confidential, privileged, or otherwise protectable in
25 its entirety will not be filed under seal if the confidential portions can be redacted. If
26 documents can be redacted, then a redacted version for public viewing, omitting only
27 the confidential, privileged, or otherwise protectable portions of the document, shall
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1 be filed. Any application that seeks to file documents under seal in their entirety
2 should include an explanation of why redaction is not feasible.

3 Service of redacted versions of any documents under seal shall occur within 48
4 hours of the filing, and the parties shall take reasonable measures to minimize
5 redactions to documents filed under seal.

6 6. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
9 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
10 later of (1) dismissal of all claims and defenses in this Action, with or without
11 prejudice; and (2) final judgment herein after the completion and exhaustion of all
12 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
13 for filing any motions or applications for extension of time pursuant to applicable law.

14 Once a case proceeds to trial, Protected Material used or introduced as an exhibit
15 at trial becomes public and will be presumptively available to all members of the
16 public, including the press, unless the party offering the exhibit or information satisfies
17 the applicable requirements for keeping the information under seal and obtains an order
18 is issued by the trial judge to limit disclosure. *See Kamakana*, 447 F.3d at 1180-81.

19 7. DESIGNATING PROTECTED MATERIAL

20 7.1 Exercise of Restraint and Care in Designating Material for Protection:
21 Each Party or Non-Party that designates information or items for protection under this
22 Order must take care to limit any such designation to specific material that qualifies
23 under the appropriate standards. To the extent it is practical to do so, the Designating
24 Party must designate for protection only those parts of material, documents, items, or
25 oral or written communications that qualify – so that other portions of the material,
26 documents, items, or communications for which protection is not warranted are not
27 swept unjustifiably within the ambit of this Order.
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1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper purpose
3 (e.g., to unnecessarily encumber or retard the case development process or to impose
4 unnecessary expenses and burdens on other parties) expose the Designating Party to
5 sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection at all or do not qualify for the
8 level of protection initially asserted, that Designating Party must promptly notify all
9 other parties that it is withdrawing the mistaken designation.

10 7.2 Manner and Timing of Designations: Except as otherwise provided in this
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
12 or ordered, Disclosure or Discovery Material that qualifies for protection under this
13 Order must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
18 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
19 contains protected material.

20 A Party or Non-Party that makes original documents or materials available for
21 inspection need not designate them for protection until after the inspecting Party has
22 indicated which material it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection shall be deemed
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting
25 Party has identified the documents it wants copied and produced, the Producing Party
26 must determine which documents, or portions thereof, qualify for protection under this
27 Order. Then, before producing the specified documents, the Producing Party must affix
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1 the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material.

3 (b) for testimony given in deposition, that the Designating Party identify on
4 the record, before the close of the deposition, all protected testimony, or within 30 days
5 after receipt of the certified transcript. Parties shall give the other parties notice if they
6 reasonably expect a deposition to include Protected Material so that the other parties
7 can ensure that only authorized individuals who have signed the “Acknowledgment
8 and Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of
9 a document as an exhibit at a deposition shall not in any way affect its designation as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY.”

12 Transcripts containing Protected Material shall have an obvious legend on the
13 title page that the transcript contains Protected Material, and the title page shall be
14 followed by a list of all pages (including line numbers as appropriate) that have been
15 designated as Protected Material and the level of protection being asserted by the
16 Designating Party.

17 (c) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information or item is stored the
20 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY.”

22 7.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive the
24 Designating Party’s right to secure protection under this Order for such material. Upon
25 timely correction of a designation, the Receiving Party must make reasonable efforts
26 to assure that the material is treated in accordance with the provisions of this Order.

27 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 8.1 Timing of Challenges: Any Party or Non-Party may challenge a
designation of confidentiality at any time permitted under the operative Scheduling

Order. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

8.2 Meet and Confer: The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

8.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

9. ACCESS TO AND USE OF PROTECTED MATERIAL

9.1 Basic Principles: A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

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1 9.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
4 only to:

5 (a) the Receiving Party’s Outside Counsel in this Action, as well as
6 employees of said Outside Counsel to whom it is reasonably necessary to disclose the
7 information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, and Professional Vendors to whom
16 disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
23 by the Designating Party or ordered by the court. Pages of transcribed deposition
24 testimony or exhibits to depositions that reveal Protected Material may be separately
25 bound by the court reporter and may not be disclosed to anyone except as permitted
26 under this Stipulated Protective Order; and

27 (i) any mediators or settlement officers and their supporting personnel, mutually
28 agreed upon by any of the parties engaged in settlement discussions.

1 9.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY” Information or Items: Unless otherwise ordered by the court or permitted in
3 writing by the Designating Party, a Receiving Party may disclose any information or
4 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
5 to:

6 (a) the Receiving Party’s Outside Counsel in this Action, as well as
7 employees of said Outside Counsel to whom it is reasonably necessary to disclose the
8 information for this Action;

9 (b) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (c) the court and its personnel;

13 (d) court reporters and their staff;

14 (e) professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and who have
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (f) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information;

19 (h) any mediators or settlement officers and their supporting personnel,
20 mutually agreed upon by any of the parties engaged in settlement discussions.

21 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
22 OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this Action as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY” that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification shall
28 include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order to
2 issue in the other litigation that some or all of the material covered by the subpoena or
3 order is subject to this Protective Order. Such notification shall include a copy of this
4 Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued
6 by the Designating Party whose Protected Material may be affected.¹

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order shall not produce any information designated in this Action
9 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY” before a determination by the court from which the subpoena or order issued,
11 unless the Party has obtained the Designating Party’s permission. The Designating
12 Party shall bear the burden and expense of seeking protection in that court of its
13 confidential material – and nothing in these provisions should be construed as
14 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
15 directive from another court.

16 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
17 PRODUCED IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as prohibiting
23 a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s confidential information in its possession, and the Party is
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27 ¹ The purpose of imposing these duties is to alert the interested parties to the
28 existence of this Protective Order and to afford the Designating Party in this case an
opportunity to try to protect its confidentiality interests in the court from which the
subpoena or order issued.

1 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non- Party
4 that some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within 14
12 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party's confidential information responsive to the discovery request.
14 If the Non-Party timely seeks a protective order, the Receiving Party shall not
15 produce any information in its possession or control that is subject to the
16 confidentiality agreement with the Non-Party before a determination by the court.
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
18 of seeking protection in this court of its Protected Material.

19 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to
25 whom unauthorized disclosures were made of all the terms of this Order, and (d)
26 request such person or persons to execute the "Acknowledgment and Agreement to Be
27 Bound" that is attached hereto as Exhibit A.
28

13. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
MATERIAL

Pursuant to Federal Rule of Evidence 502(d), the production by a producing party of any documents, electronically stored information, or other information, whether such production be deemed intentional or inadvertent, shall not constitute a waiver by the producing party—in this or any other federal or state proceeding—of any attorney-client privilege or work product protection. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502.

14. MISCELLANEOUS

14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

14.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this Action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law, and the designation of material as Protected Material under this Order is not, without more, sufficient to justify a sealing order. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79- 5 is denied by the court, then the Receiving Party may file the Protected

1 Material in the public record pursuant to Civil Local Rule 79-5 unless otherwise
2 instructed by the court.

3 15. FINAL DISPOSITION

4 Within 60 days after the final disposition of this Action, as defined in paragraph
5 6, each Receiving Party must return all Protected Material to the Producing Party or
6 destroy such material. As used in this subdivision, "all Protected Material" includes all
7 copies, abstracts, compilations, summaries, and any other format reproducing or
8 capturing any of the Protected Material. Whether the Protected Material is returned or
9 destroyed, the Receiving Party must submit a written certification to the Producing
10 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
11 deadline that (1) identifies (by category, where appropriate) all the Protected Material
12 that was returned or destroyed and (2) affirms that the Receiving Party has not retained
13 any copies, abstracts, compilations, summaries or any other format reproducing or
14 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
15 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
16 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
17 expert reports, attorney work product, and consultant and expert work product, even if
18 such materials contain Protected Material. Any such archival copies that contain or
19 constitute Protected Material remain subject to this Protective Order as set forth in
20 Section 6 (DURATION).

21 16. VIOLATION

22 Any violation of this Order may be punished by appropriate measures
23 including, without limitation, contempt proceedings and/or monetary sanctions.

24 For good cause shown, IT IS SO ORDERED.

25
26 Dated: October 29, 2024

27 
JOHN D. EARLY
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Amended
Stipulated Protective Order that was issued by the United States District Court for the
Central District of California on October 29, 2024, in the case of *Masimo Corp. v.*
Politan Capital Management LP et al., No. 8:24-cv-1568-JVS-JDE. I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this Action.

I hereby appoint _____ [print or type full
name] of _____ [print or type full address and telephone number] as
my California agent for service of process in connection with this Action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____